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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN AND DIU

Secretariat

ORDER

ODP/VPT/3445/66

In exercise of the powers conferred upon me by clause 2 of the Goa, Daman and Diu (Administration) Removal of Difficulties Order, 1962, I, K. R. Damle, the Administrator, Goa, Daman and Diu, hereby cancel the Government order dated 13-8-1962 regarding expropriation of lands for the construction of road at Ratwado in Navelim (Salcete), published in the Government Gazette, Series I No. 28 dated 24-8-1962, with immediate effect.

K. R. Damle

Lieutenant Governor
of Goa, Daman and Diu

Panjim, 24th January, 1967.

Notification

14-9-67-GAD

The Emblems and Names (Prevention of Improper use) Act, 1950 as published by Government of India, Ministry of Commerce and as modified from time to time is hereby reproduced for general information and guidance.

D. V. Sawant, Deputy Secretary (Appointments).

Panaji, 9th January, 1967.

19th Pausa, 1888.

ANNEXURE I

The Emblems and names (prevention of improper use)

Act, 1950

No. XII of 1950

SEAL

AN ACT to prevent the improper use of certain emblems and names for professional and commercial purposes.

(1st March 1950)

BE it enacted by Parliament as follows: —

1. Short title, extent, application and commencement. — (1) This Act may be called the Emblems and Names (Prevention of Improper Use) Act, 1950.

(2) It extends to the whole of India and also applies to citizens of India outside India.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions. — In this Act, unless the context otherwise requires,

(a) «Emblem» means any emblem, seal, flag, insignia, coat-of-arms or pictorial representation specified in the Schedule.

(b) «competent authority» means any authority competent under any law for the time being in force to register any company, firm or other body of persons or any trade mark or design or to grant a patent.

(c) «name» includes any abbreviation of a name.

3. Prohibition of Improper use of certain emblems and names. — Notwithstanding anything contained in any law for the time being in force, no person shall, except in such cases and under such conditions as may be prescribed by the Central Government use, or continue to use, for the purpose of any trade, business calling or profession, or in the title of any patent, or in any trade mark or design, any name or emblem specified in the Schedule or any colourable imitation thereof without the previous permission of the Central Government or of such officer of Government as may be authorised in this behalf by the Central Government.

4. Prohibition of registration of certain companies, etc. — (1) Notwithstanding anything contained in any law for the time being in force, no competent authority shall, —

(a) register any company, firm or other body of persons which bears any name, or

(b) register a trade mark or design which bears any emblem or name, or

- (c) grant a patent in respect of an invention which bears a title containing any emblem or name,

if the use of such name or emblem is in contravention of section 3.

(2) if any question arises before a competent authority whether any emblem is an emblem specified in the Schedule or a colourable imitation thereof the competent authority may refer the question to the Central Government, and the decision of the Central Government thereon shall be final.

5. **Penalty.**—Any person who contravenes the provisions of section 3 shall be punishable with fine which may extend to five hundred rupees.

6. **Previous sanction for prosecution.**—No prosecution for any offence punishable under the Act shall be instituted, except with the previous sanction of the Central Government or of any officer authorised in this behalf by general or special order of the Central Government.

7. **Savings.**—Nothing in this Act shall exempt any person from any suit or other proceeding which might, apart from this Act, be brought against him.

8. **Power of the Central Government to amend the Schedules.**—The Central Government may by notification in the Official Gazette, add to or alter the Schedule, and any such addition or alteration shall have effect as if it had been made by this Act.

9. **Power to make rules.**—The Central Government may, by notification in the Official Gazette, make rules to carry out the purpose of this Act.

THE SCHEDULE

(See section 2(a) and 3)

1. The name, emblem or official seal of the United Nations Organisation.

2. The name, emblem or official seal of the World Health Organisation.

3. The Indian National Flag.

*4. The name, emblem or official seal of the Government of India or of any State Government or of a Department of any such Government or any other insignia or coat-of-arms used by any such Government or by a Department of any such Government.

*5. The emblems of the St. John Ambulance Association (India), and the St. John Ambulance Brigade (India), consisting of the device of a white eight pointed cross embellished in the four principal angles alternatively with a lion passant guardant and a unicorn passant, whether or not the device is surrounded or accompanied by concentric circles or other decoration or by lettering.

*6. The name, emblem or official seal of the President, Governor, Rajpramukh, «Sadr-i-Riyasat» or Republic or Union of India.

*7. Any name which may suggest or be calculated to suggest—

- (i) the patronage of the Government of India or the Government of a State; or
- (ii) connection with any local authority or any corporation or body constituted by the Government under any law for the time being in force.

*8. The name, emblem or official seal of the United Nations Educational, Scientific and Cultural Organisations.

*9. The name or pictorial representation of Rashtrapati, Rashtrapati Bhavan, Raj Bhavan.

*9A. The name or pictorial representation of Mahatma Gandhi or Pt. Jawaharlal Nehru or the Prime Minister of India except the pictorial use thereof on calendar where only the name of the manufacturers and printer of the calendars are given and the calendars are not used for advertising goods.

*10. The Medals, badges or decorations instituted by the Government from time to time or the miniature or replicas of such medals, badges or decorations or the names of such medals, badges or decorations or of the miniatures or replicas thereof.

*11. The name, emblem or official seal of the International Civil Aviation Organisation.

*12. The word «Interpol» which is an integral part of the International Criminal Police Organisation.

*13. The name, emblem and official seal of World Meteorological Organisation.

*14. The name and emblem of the Tuberculosis Association of India.

*15. The name, emblem and official seal of the International Atomic Energy Agency.

*16. The names «Ashoka Chakra» or «Dharma Chakra» or the pictorial representation of Ashoka Chakra as used in the Indian National Flag or in the Official Seal or emblem of the Government of India or of any State Government or of a Department of any such Government.

*17. The name of the Parliament or the legislature of any State, or the Supreme Court, or the High Court of any State, or the Central Secretariat or the Secretariat of any State Government or any other Government office or the pictorial representation of any building occupied by any of the aforesaid institutions.

*Substituted and added by Notification No. 10(8)-TMP (EN)/53 dated 4th June, 1955 of the Commerce & Industry Ministry.

* Added by Notification No. S. R. O. 563 dated 20th March 1952 of the Health Ministry.

Inserted by Notification No. 8(3)-TMP/57 dated 9th April, 1958.

* Inserted by Notification No. 10(8)-TMP(EN)/53 dated 8th September, 1955.

* Added by Notification No. 13(2)-TMP/58, dated 14th February, 1959.

* Added by Notification No. 9(1)-TMP(EN)/56 dated the 23rd February, 1956 and Notification No. 10(4)-TMP/56 dated the 17th August, 1956.

* Added by Notification No. 8(2)-TMP/57 dated 4th September, 1957.

* Added by Notification No. 12(1)-TMP/59 dated 19-6-59.

* Added by Notification No. 13(12)-TMP/59 dated 7-7-59.

* Added by Notification No. 4(3)-TMP/57 dated 13-7-59.

Expression «Rashtra Bhavan» occurring under item 9 in the Schedule to the Act, omitted vide Notification No. 13(9)-TMP/60 dated 30-7-60.

Added by Notification No. 13(15)-TMP/61 dated 7-10-62.

* Added by Notification No. 13(25)-TMP/63 dated 18-2-64.

Added by Notification No. 13(16)-TMP/62 dated 10-9-63.

* Added by Notification No. 13(18)-TMP/62 dated 24-10-64.

Notification

DF/AGR/LOANS/63/67

In exercise of the powers conferred under Sec. 4(1) of the Agriculturist's Loan Act, 1884, as extended to the Union Territory of Goa, Daman and Diu, and

in supersession of the Rules published in Government Gazette Sr-1 No. 48 dated 5-12-1963, the Lt. Governor of Goa, Daman and Diu hereby makes the following Rules for grant of loans under the Agriculturist's Loans Act, 1884.

1. These may be called the Goa, Daman and Diu Agriculturists' Loan Rules, 1966.

They extend to the whole of the Union Territory of Goa, Daman and Diu.

They shall come into force at once.

2. Long and medium term loans and short term loans may be granted for the purposes mentioned below:

a) *Long and medium term loans:*

i) For the planting/rearing/or rejuvenation of coconut trees, arecanut trees, cashew trees, fruit trees and fruit plants.

ii) For the purchase of agricultural implements and machinery and work animals.

b) *Short term Loans:*

i) For the purchase of fertilizer, fertilizer mixtures, manures, seeds, insecticides and equipments for one or other of the following crops.

a) Paddy,

b) Other food crops;

c) Ginger and other spices;

d) Other cash crops;

ii) Cultivation expenses of the above mentioned crops.

3. The grant of loans will be subject to the following general terms and conditions:

a) An applicant who obtains loans under these Rules shall utilise it for growing the crops on the land specified in his application.

b) Repayments of the loans shall be made into the Treasury by the loanes as per triplicate chalans countersigned by the sanctioning authority.

c) In case where.

i) The sanctioning authority is satisfied that the loan has not been used for the purpose for which it was granted;

ii) The sanctioning authority is satisfied that the loan has been used wholly or in part for a purpose other than that for which the loan was granted; or

iii) Where the loanee commits default in repayment of the loan; the full amount of the loan due together with interests and costs shall become payable in lump at once.

d) Loans granted under these Rules shall bear interest at the rates fixed by Government prevalent on the date of sanction of the loans.

e) Loans will be granted in multiples of ten.

f) Loans under these Rules shall not be granted to an applicant who is a defaulter in respect of any previous loan sanctioned by Government.

g) The basis for grant of loan for the purposes mentioned in Rule 2 and the mode of repayment of the loan shall be as specified in schedule I and II.

h) The loan amount may be disbursed either in full or in instalments at the discretion of the sanctioning authority.

i) The following officers shall be competent to sanction loans not exceeding the amounts specified against them.

i) Director of Agriculture Rs. 20,000

ii) Block Development Officer Rs. 1,500

4. Long and medium term loans will be subject further to the rules applicable to the grant of loans framed under the provisions of the Land Improvement Loans Act, 1883.

5. Short term loans will be subject further to the following terms and conditions:

(i) Items like fertilizers, fertilizer mixtures, manures seeds and plant protection chemicals and equipments will be given in kind and the cost thereof treated as loan, if available with the Agriculture Department.

(ii) Applications in duplicate in form I appended to these rules, should be presented to the Block Development Officer of the area in which the land to be cultivated is situated.

(iii) The Block Development Officer shall forward the applications to the Gram Sevak concerned for verification and return.

(iv) The Gram Sevak shall verify:

(a) Whether the applicant is in cultivation of the land in respect of which the loan is applied for;

(b) Whether the applicant has the exclusive right to cultivate the land;

(c) Whether the applicant, if an owner cultivator, has the exclusive right over the land which is offered as security and

(d) The solvency of the applicant and the personal surety.

5. The Gram Sevak shall return the applications to the Block Development Officers within three days with the certificate of verification duly recorded on the application.

6. On receipt of the verification report of the Gram Sevak, the Block Development Officer may sanction the loans and issue orders in form II appended to these rules.

7. On the loan being sanctioned, the Block Development Officer shall get the necessary bonds executed by the applicant in prescribed form appended to these rules, Form III, IV or V as the case may be) and then issue permits (in duplicate) for the supply of fertilizers, fertilizers mixtures, manures, seeds, insecticides, and equipments from the dealers on departmental officers with whom arrangements have been made for such supply.

8. The dealer or the departmental officer supplying the materials shall note on the permit the quantity and cost of material supplied and return the original to the sanctioning authority.

9. In all cases of issue on credit of manures, fertilizers, fertilizer mixtures, seeds insecticides and

appliances, sales tax, if due, shall be payable in cash by the applicants before taking the delivery of the goods.

10. The date of the loan shall be the date on which the permit is issued or cash is paid as the case may be.

11. The applicant for loan under these rules shall offer as security the crops to be raised in the land for which the loan is applied for. In addition to the crops one personal surety, solvent to the extent of twice the amount of the loan, applied for, shall also be offered by all applicants. Applicants who are owner cultivators shall offer their lands as security in lieu of personal sureties.

12. Where landed property is offered as security the Bond shall be registered at the cost of the applicant.

13. The Block Development Officer, shall maintain loan registers in such forms as may be prescribed by the Director of Agriculture, for the purpose and they shall be responsible for the due recovery of the loan.

14. The Block Development Officer who sanctions loans shall maintain the initial account of loans. They shall forward monthly statements containing the particulars of payments and receipts relating to loans granted by them duly verified with those booked in the Treasury to the Director of Agriculture, within fifteen days of the close of each month. The Director of Agriculture shall maintain accounts of loans at the State Level.

15. In the case of total failure of crops in the land on which the materials obtained on loan have been utilised or on which the cash loan has been spent, the Block Development Officer who sanctioned the loan if he is satisfied that there was failure of crops in the land, may on the application of the loanee, recommend to the Director of Agriculture to grant extension of time for repayment by a period not exceeding six months in the case of double crop lands and not exceeding one year in case of single crop lands. The Director of Agriculture shall be competent to grant extension of time upto the above limits.

R. C. Datar, Under Secretary (CD).

Panaji, 19th January, 1967.

FORM I

See Rule 5 (ii)

Application for Loan

1. Name and address of the applicant.
2. Amount of loan required.
3. Kind of crops proposed to be grown by utilising the loan.
4. Particulars of land in which the crops are to be grown (Taluka, Village, Sy. No. Acreage and value)
5. Expected annual yield from the land.
6. Particulars of materials or cash required as loan.
 - 1) Manures
 - 2) Fertilizers
 - 3) Seeds
 - 4) Insecticides

5) Equipments

6) Cash for manure or seed.

7. Whether the applicant is in cultivation of the land.
8. Whether the applicant has exclusive right to cultivate the land.
9. Whether the applicant is the owner cultivators of the land.
10. Particulars of security offered:
 - i) whether the land mentioned under items 5 is offered as security.
 - ii) whether the crops on the land and personal surety are offered as security.
 - iii) whether the crops alone are offered as security.
11. Name and address of personal surety.
12. Solvency of the personal surety.

Place:

Date:

Signature of applicant.

Signature of surety.

DECLARATION

I declare that the particulars given above are correct to the best of my knowledge. I have gone through and understood the State Agricultural Loan Rules under which the loan is applied for.

Signature of applicant

14. Certificate of verification of the details furnished by the Village Officer.

15. Recommendation of the Village Officer.

Signature of Village Officer

16. Whether the loan is sanctioned or not.

17. Amount of loan sanctioned.

18. No. and date of loan order.

19. Due date for repayment of the loan.

Office of the ...

Office of the ...

Place:

Signature & Designation of Officer sanctioning the loan

FORM II

(See Rule 6)

Order Granting the Loan

The sum of Rs. ... is granted to Shri ... as loan under the Agriculturists Loan Rules for the supply of manures, fertilizers, seeds insecticides and cultivation expenses on loan for the benefit of the land mentioned in the Schedule written below subject to the following conditions:

1) That the loan shall be disbursed to the aforesaid Shri ... in one instalment on the execution of the necessary security bond and on the production of the order at the office of the ... by the issue of permits for the supply of manures, fertilizers, seeds or insecticides by authorised dealers or by making cash payment for the purchase of any of the materials and for cultivation expenses.

2) If it shall be proved to the satisfaction of the authority that sanctioned the loan that any portion of the loan has not been used for the purpose for which it has been granted.

OR

that any portion of the loan has been used for a purpose other than that for which it has been granted.

OR

that the repayment of the loan has been defaulted the full amount of the loan with interest and costs shall become payable at once and shall be recovered.

3) That the loan shall bear interest at rates fixed by the Government of India plus 2½ per cent per annum, but a reduction of 2½ per cent in the rate of interest shall be made if repayment of the loan is made on or before the due date.

4) That the loan shall be repaid with interest thereon in one instalment into the Treasury on or before ... as per triplicate chalan countersigned by the authority that sanctioned the loan.

5) That interest on the loan shall be calculated for complete months only and in calculating the period fraction of month having 15 days or more shall be reckoned as one month and fraction of a month having less than 15 days shall be ignored.

6) That in calculating interest the loan amount shall be rounded to the nearest whole Rupee by reckoning fraction of a Rupee of 50 np. and above as one Rupee and to ignore fraction of a Rupee less than 50 np.

7) That for the repayment of the loan with interest and costs, if any due on the same (the immovable property specified in Schedule hereunder written shall be hypothecated as security to the Government) the crops raised on the properties specified in the Schedule hereunder written shall be security and that the Government shall have a first charge over the same.

Office of the ...
Place.

Signature and Designation of
Officer sanctioning the loan

SCHEDULE

District	Taluka	Village	Sy. NO	Wet or Dry land	Extent		Boundaries
					A	C	

FORM III

(See Rule 7)

Loan Bond-When Landed Property is Given as Security

This Mortgage is executed on this the ... day of ... by ... (hereinafter called the Mortgagor) in favour of the President of India (hereinafter called the Mortgagee).

Whereas the Mortgagor is well and truly seized of the immovable property particularly described in the Schedule hereunder written.

And whereas the Mortgagor assumed the Mortgagee that the property particularly described in the Schedule hereunder written is not subject to any encumbrance or charge or any description whatsoever or to any attachment or restraint of alienation of whatever kind inspired by revenue authorities or Civil or Criminal Courts or any other authority authorised therefor.

Whereas the Mortgagor has received from the Block Development Officer of ... acting for and on behalf of the Mortgagee an order under the Agriculturists Loan Rules dated the ... day of ... by virtue of which the Mortgagor is entitled to receive manure, fertilizers, seeds and insecticides to the value of Rs. ... as a loan from the Mortgagee for the purpose of (here described the purpose of the loan).

And whereas the said loan of Rs. ... has been granted to the Mortgagor subject to the terms and conditions hereinafter appearing to which the Mortgagor has also agreed.

Now these Presents witness that in consideration of the said loan and in pursuance of the said agreement the Mortgagor both hereby transfer to the Mortgagee by way of simple mortgage the immovable property described in the Schedule hereunder written and the crops that may be raised thereon from time to time by way of security for the due and proper performance of the terms and conditions herein contained and the Mortgagee shall have a first charge over the same.

And it is hereby agreed that if the Mortgagor, legal representatives or assigns shall duly comply with the terms on which the said loan has been granted and shall apply the same and every part thereof in the manner provided in the said order and shall duly repay the amount of the said loan together with any interest which may have become payable thereon or any part thereof and all costs, if any, incurred by the Mortgagee, his successors, or assigns, in making the said loan or otherwise in connection therewith, the Mortgagee, his successor or assigns shall thereupon at the request and cost of the Mortgagor retransfer the said immovable property to the Mortgagor, his legal representatives or assigns, or as he or they shall direct:

Provided always and it is hereby agreed that in case the Mortgagor, his legal representatives or assigns shall fail to

comply with the terms on which the said loan has been granted either by applying the amount thereof or any part thereof otherwise than as in the said order provided or shall not duly repay the amount of the said loan or any part thereof or any interest thereon or any such costs as aforesaid, then and in any such case, the Mortgagee, his successors or assigns or the District Collector ... shall be competent and have power to proceed against the security properties to recover such sum and the Mortgagee, shall have all the powers vested in a Mortgagee, under sections 69 and 69-A of the Transfer of Property Act (Act IV of 1882).

The Mortgagor further agrees that without prejudice to and in addition of the right of the Mortgagee under the preceding clause all sums found due to Mortgagee under or by virtue of these presents shall be recoverable from the Mortgagor and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in such other manner as the Mortgagee may deem fit.

In witness whereof the Mortgagor has hereunto set his hand this day the ... of ...

SCHEDULE

Name of District	Taluka	Village	Survey		Wet or dry	Extent of land mortgaged		Boundaries	Trees etc.	Remarks
			No.	Sub No.		Acre	Cent			

Signed by Shri ... (the mortgagor).

In the presence of witnesses:

- 1:
- 2:

Signed by Shri ... (official designation).

In the presence of witnesses: 1: 2:

FORM IV

(See Rule 7)

Loan Bond When Landed Property is not Offered as Security

This indenture is executed on this the ... day of ... one thousand nine hundred and ... by Shri/Smt. (here enter name and address) ... (hereinafter called the «Bounden») and Shri/Smt. (here enter name and address) ... (hereinafter referred to as «the» Government).

Whereas the Government have issued a set of Rules for the supply of manure seeds, fertilizers, and insecticides or credit to cultivators.

And whereas the Bounden has accordingly applied to Government for loan of Rs. ... on the terms and conditions hereinafter appearing and whereas Government have agreed to supply to the Bounden on credit ... to the value of Rs. ... for the purpose of raising the ... crop to be harvested in the month of ... 196 subject to the terms and conditions hereafter appearing to which the Bounden and Surety have agreed:

Now these Presents witness as follows:

1. The loan of Rs. ... for which materials are to be supplied by the Government to the Bounden shall be repaid on or before the ...

2. The Bounden shall pay per cent interest on the loan.

3. The Bounden shall utilise the materials issued by Government for the purpose of raising crops on the property comprised in Sy. Nos. ... of ... village ... bounded by Sy. No. ... (here enter boundaries on all sides).

4. The Bounden agrees that crops raised from time to time the properties specified in clause 3 above shall always be a security for the payment of the loan amount and that the Government shall have a first charge over the same.

5. The Bounden further agrees that use of such manure, etc. for any purpose other than that specified in whole or in part would entail summary recovery of the cost thereof with interest at per cent per annum.

6. In case the Bounden fails to pay the amount on the due date specified in paragraph 1 above the whole amount with interest shall immediately become recoverable in a lump and

the Bounden and Surety shall pay the same on demand forthwith.

7. The liability of the Surety under this bond is co-extensive with that of the Bounden and shall not be affected or impaired by the Government giving time or any other indulgence to the Bounden.

8. All sums found due to the Government under or by virtue of presents shall be recoverable jointly and severally from the Bounden and the Surety and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in such other manner as the Government may deem fit.

In witness thereof the Bounden and Surety have hereunto set their hand the day and year first above written.

Signed by Shri/Smt.

and Shri/Smt.

In the presence of witnesses:

- 1.
- 2.

FORM V

(See Rule 7)

Loan Bond—When Crops Alone are Offered as Security

This Indenture is executed on this the ... day of ... one thousand nine hundred and ... by Shri/Smt. (here enter name and address) ... (hereinafter called the «Bounden») in favour of the President of India (hereinafter referred to as the Government).

Whereas the Government have issued a set of Rules for the supply of manures and seeds on Loan to cultivators.

And Whereas the Bounden has applied to Government for a loan of Rs. ... for the supply of manures, fertilizers, seeds and insecticides and whereas Government have agreed to advance a loan of Rs. ... to the Bounden for the purchase of the materials for the purpose of raising the crop to be

harvested in the month of ... 19... subject to the terms and conditions hereinafter appearing to which the Bounden has agreed.

Now these Presents Witness as follows:—

1: The sum of Rs. ... advanced as loan to the Bounden shall be repaid within ten days of the harvest of the crop for raising of which the loan has been sanctioned with interest at per cent per annum. The Bounden shall also give seven days notice of the crops for which he took the loan to the officer from whom he obtained the loan.

2: The Bounden shall utilise the loan amount only for the purpose of raising ... crops on the property comprised in Sy. No: ... village ... Taluka ... bounded by ... Sy. Nos. ... (H. E. boundaries on all sides).

3: The Bounden agrees that the crops raised on the properties specified in clause 2 above shall always be a security for the payment of the loan amount and that the Government shall have a first charge over the same.

4: The Bounden further agree that the use of the loan amount either in full or in part for any other purpose would entail summary recovery of the whole amount with interest at per cent per annum.

5: In case the Bounden fails to pay up the amount on the due date specified in paragraph (1) above the whole amount with interest shall immediately become recoverable in a lump and the Bounden shall pay the same on demand forthwith.

6: All sum found due to the Government under or by virtue of these presents shall be recoverable from the Bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in such other manner as the Government may deem fit.

In witness whereof the Bounden has hereunto set hands the day and year first above written.

Signed by Shri/Smt.

In the presence of witnesses:

- 1:
- 2:

SCHEDULE I

Sr. No.	Nature of Improvement	Maximum loan admissible to any applicant	Minimum loan admissible	Basis for granting loan	Instalments of disbursement	Instalment of repayment	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Planting and rearing Coconut trees (Coconut Development Expansion of areas).	Rs. 7,500	Rs. 750	At the rate of Rs. 750/- for planting one acre of land with not less than 70 trees. Note: For this purpose any area exceeding one acre if planted with not less than 70 trees shall be deemed to be equivalent to one acre.	In 5 annual instalments in the ratio of 7:2:2:2. The first instalment is for preparation of land and planting operations and the subsequent instalments are for manuring and after cultivation expenses.	In 5 equated annual instalments commencing from the 11th year after disbursement of the 1st instalment of the loan.	Unit shall be one acre and loans shall be sanctioned for complete Units only.
2	Planting and rearing Arecanut trees (Arecanut Development extension of area).	Rs. 5,000	Rs. 250	At the rate of Rs. 500/- for planting in one acre of land with not less than 600 trees. Note: For this purpose any area exceeding half an acre planted with not less than 300 trees shall be deemed to be equivalent to half an acre.	In 7 annual instalments in the ratio of 10:7:7:7:7:6:6. The first instalment for preparation of land and planting and subsequent instalments are for manuring and after cultivation expenses.	In 4 equated annual instalments commencing from the beginning of the 9th year after the disbursement of the first instalment of the loan.	Unit shall be ½ acre.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Planting and rearing Cashew trees.	Rs. 1,500	Rs. 100	At the rate of Rs. 100 per acre with not less than 50 trees. <i>Note:</i> For this purpose any area exceeding one acre if planted with not less than 50 trees shall be deemed to be equivalent to one acre.	In 4 annual instalments in the ratio of 5:2:2:1 the first instalment being for preparation of land and planting and the subsequent ones for manuring and after cultivation expenses.	In 5 equal annual instalments commencing from the 6th year after disbursement of the 1st instalment of the loan.	Unit shall be 1 acre.	
4 For establishment of new orchards	Rs. 1,500	Rs. 100	At the rate of Rs. 100 for planting fruit trees and fruit plants in one acre of land.	In one instalment for preparation of land, purchase of pedigree seedlings, insecticides and manure etc.	In 5 equated annual instalments commencing from the 10th year after disbursement of the loan.	Unit shall be 1 acre.	
5 Rejuvenation of Existing orchards.	Rs. 1,500	Rs. 100	Rs. 100 per acre.	In one instalment for underplanting and for purchase of insecticides manure etc.	In 5 equated annual instalments commencing from the 10th year after disbursement of the loan.	Unit shall be 1 acre.	
6 For Planting and rearing pepper vines.	Rs. 7,500	Rs. 500	Rs. 500 for planting one acre with not less than 300 standard pepper vines <i>Note:</i> For this purpose any area exceeding one acre if planted with not less than 300 standard pepper vines shall be deemed to be equivalent to one acre.	In 4 annual instalments in the ratio of 30:8:7:5:1. The first instalment is for preparation of land and planting. The subsequent instalments are for manure, insecticides and after cultivation expenses.	In 5 annual instalments in the ratio of 5:8:10:12:15: with interest on principal upto the date of repayment of each instalment commencing from the beginning of the 6th year after the first disbursement of the loan.	Unit shall be 1 acre.	
7 For rejuvenation existing pepper gardens.	Rs. 2,250	Rs. 160	Rs. 150 per acre.	In one instalment for under planting manuring etc.	In 5 equated annual instalments commencing from the beginning of the 6th year after disbursement of the loan.	Unit shall be 1 acre.	

Scale of maximum Assistance to the cultivators

Purpose for which loan is sanctioned	Max. loan admissible to a cultivator	0.50 acre to 1 acre	Above one acre and below two acres	Above two acres and below three acres	Above three acres and below five acres	Above five acres	Instalment of disbursement	Instalment of repayment
8 Agricultural implements.	1,000	300	450	600	800	1,000	In one instalment.	In two equated annual instalments on the corresponding dates of the first year and second year from the date of disbursement of the loan.
9 Work Animal.	1,000	300	450	600	800	1,000	In one instalment.	Do

Sr. No.	Kind of cultivation	Maximum Loan admissible to a cultivator	By manures & fertilizers (Max. limit per acre)	By seed (Max. limit per acre)	By insecticides (Max. limit per acre)	Max. overall rate per acre permissible under col. 4, 5 & 6 together	Instalment of disbursement	Instalment of repayment	Remarks
10	Banana cultivation.	Rs. 2,500	Rs. 300	Rs. 100	Rs. 100 (cultivation charges).	Rs. 500	In one instalment.	In two equated annual instalments commencing from the 18th month from the date of loan.	Unit shall be 25 cents and loans shall be sanctioned for complete units only.
11	Pineapple cultivation.	Rs. 8,000	Rs. 400	Rs. 100	Rs. 300 (cultivation charges).	Rs. 800	Do	Do	Do

SCHEDULE II

Sr. No.	Kind of cultivation	Maximum Loan admissible to a cultivator	By manures & fertilizers (Max. limit per acre)	By seed (Max. limit per acre)	By insecticides (Max. limit per acre)	Max. overall rate per acre permissible under col. 4, 5 & 6 together	Instalment of disbursement	Instalment of repayment	Remarks
1	Paddy cultivation.	Rs. 1000	Rs. 40	Rs. 25	Rs. 10	Rs. 65	In one instalment.	In one instalment after the harvest of the crops within a maximum period of 6 months from the date of disbursement of the loan.	Where loans are granted to members of Scheduled castes or tribes on the security of the crops alone, the due date for repayment will be ten days after the harvest of the crops.
2	Other annual food crops.	750	40	Nil	10	50			
3	Ginger or other spices.	750	150	Nil	50	150	In one instalment.	In one instalment after the harvest of the crops within a maximum period of one year from the date of disbursement of the loan.	Where loans are granted to members of Scheduled castes or tribes on the security of the crops alone, the due date for repayment will be ten days after the harvest of the crops.
4	Any other crops.	750	65	Nil	10	65			

Law Department

The Indian Tariff (Second Amendment) Act, 1966 as assented to on the 15th December, 1966 by the President of India is hereby re-published for general information.

Kant Desai, Under Secretary.

Panjim, 19th January, 1967.

The Indian Tariff (Second Amendment) Act, 1966

AN

ACT

further to amend the Indian Tariff Act, 1934.

Be it enacted by Parliament in the Seventeenth Year of the Republic of India as follows:—

1. **Short title and commencement.**—(1) This Act may be called the Indian Tariff (Second Amendment) Act, 1966.

(2) It shall come into force on the 1st day of January, 1967.

2. **Amendment of First Schedule.**—In 32 of 1934. the First Schedule to the Indian Tariff Act, 1934,—

(a) in Items Nos. 46, 46(1), 47(a), 47(b), 47(c), 47(1), 48(a), 48(b) and 48(c), in the last column headed "Duration of protective rates of duty", for the figures "1966", the figures "1969" shall be substituted;

(b) in Items Nos. 70(2) and 70(3),—

(i) in the third column headed "Nature of duty", for the word "Protective", the word "Revenue" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", the entry "December 31st, 1968" shall be omitted;

(c) in Items Nos. 72(12), 72(34), 72(40)(a), 72(40)(b) and 75(12A),—

(i) in the third column headed "Nature of duty", for the word "Protective", the word "Revenue" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", the entry "December 31st, 1966" shall be omitted.